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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AMERIPRIDE SERVICES, INC.,
Plaintiffs,
vs.
VALLEY INDUSTRIAL SERVICES, INC.,
a former California corporation, et al.,
Defendants.

) Case No. 2:00-cv-00113-MCE-EFB

) **STIPULATION AND ORDER
REGARDING EVIDENCE RELATED TO
AMERIPRIDE'S PRIOR SETTLEMENTS**

) Judge: Hon. Morrison C. England
Trial Date: August 5, 2016

1 Plaintiff AmeriPride Services Inc. (“AmeriPride”) and Defendant Texas Eastern
2 Overseas, Inc. (“TEO”), by and through their respective counsel, stipulate as follows with
3 respect to evidence that resulted in AmeriPride’s settlements with Huhtamaki Foodservice, Inc.
4 (“Huhtamaki”) and California-American Water Company (“Cal-Am”):

5 **RECITALS**

6 1. On or about July 2005, AmeriPride and Cal-Am entered into a settlement agreement to
7 settle claims from the action known as California-American Water Company v. AmeriPride
8 Services, Inc., Case No. 2:02-cv-01479-LKK-JFM.¹ The \$2 million AmeriPride paid Cal-Am
9 settled “all claims Cal-Am Water Co. had against AmeriPride.” Dkt. 864.

10 2. On February 12, 2007, AmeriPride and Huhtamaki entered into a settlement agreement
11 to settle claims from the consolidated action known as AmeriPride Services, Inc. v. Valley
12 Industrial Services, Inc., Case No. 2:00-cv-00113-MCE-EFB, consolidated with Huhtamaki
13 Foodservice, Inc. v. AmeriPride Services, Inc., Case No. 2:04-cv-01494-LKK-JFM. The \$8.25
14 million AmeriPride paid Huhtamaki settled “all claims Huhtamaki had against AmeriPride.”
15 Dkt. 864.

16 3. Following the Court’s Pretrial Scheduling Order (Dkt. 988), TEO served discovery
17 requests and notices of deposition on AmeriPride, Huhtamaki and Cal-Am seeking discovery
18 related to the settlement negotiations that resulted in the final settlement agreements.

19 4. TEO asserts that the decision by the Ninth Circuit Court of Appeals in this matter
20 requires that AmeriPride prove what portion of the settlements were reimbursement for the
21 CERCLA claims asserted by Huhtamaki or Cal-Am and that the discovery discussed herein is
22 relevant thereto. AmeriPride disputes TEO’s position and this Stipulation shall not be
23 interpreted as AmeriPride’s agreement with any legal or factual position held by TEO.

24 5. AmeriPride, Huhtamaki and Cal-Am objected to TEO’s settlement related discovery
25 because it sought evidence of settlement negotiations, including mediation communications.

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28 ¹ This action was related with the consolidated action known as AmeriPride Services, Inc. v. Valley Industrial
Services, Inc., Case No. 2:00-cv-00113-MCE-EFB, consolidated with Huhtamaki Foodservice, Inc. v. AmeriPride
Services, Inc., Case No. 2:04-cv-01494-LKK-JFM.

6. To avoid motion practice related to this discovery dispute and to streamline the presentation of evidence, TEO and AmeriPride agree that for all purposes in this Action, other than what is expressly stated in the final settlement agreements and in the Stipulation And Order Concerning Costs Incurred By AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit evidence related to the terms or meaning of the final settlement agreements, or related to AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the final settlement agreements.

STIPULATION

The Parties, through their respective counsel of record, stipulate as follows:

1. For all purposes in this Action, other than what is expressly stated in the final settlement agreements and in the Stipulation And Order Concerning Costs Incurred By AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit evidence related to the terms or meaning of the written Settlement Agreements, or related to AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the final settlement agreements.

2. The Parties are not precluded from submitting evidence of the claims that were resolved by the final settlement agreements with Cal-Am and Huhtamaki.

3. AmeriPride, Huhtamaki and Cal-Am are not required to respond to any TEO discovery requests relating to the settlement negotiations that resulted in the final settlement agreements.

4. Neither party shall seek to depose the persons who participated in negotiating the settlement agreements, including the attorneys for AmeriPride, Huhtamaki or Cal-Am. This shall not preclude either party from serving discovery related to documents that are otherwise relevant and in the possession of said attorneys.

Date: September 28, 2015

BASSI, EDLIN, HUIE & BLUM LLP

By: /s/ *Erin K. Poppler*

FRED M. BLUM
ERIN K. POPPLER
Attorneys for Defendant
TEXAS EASTERN OVERSEAS, INC.

1
2 Date: September 28, 2015

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4 By: /s/ Ronald S. Bushner

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16 Date: September 28, 2015

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19 PHILIP C. HUNSUCKER
20 BRIAN L. ZAGON
21 Attorneys for Plaintiffs
22 AMERIPRIDE SERVICES INC.

23
24 Date: September 28, 2015

PERKINS MANN & EVERETT, APC

25
26 By: /s/ Lee N. Smith

27 LEE N. SMITH
28 Attorneys for Plaintiffs
AMERIPRIDE SERVICES INC.

29
30 **ORDER**

31 Pursuant to the parties' stipulation, other than what is expressly stated in the final
32 settlement agreements and in the Stipulation And Order Concerning Costs Incurred By
33 AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit
34 evidence related to the terms or meaning of the written Settlement Agreements, or related to
35 AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the
36 final settlement agreements. The Parties are not precluded from submitting evidence of the
37 claims that were resolved by the final settlement agreements with Cal-Am and Huhtamaki.

1 Neither party shall seek to depose the persons who participated in negotiating the settlement
2 agreements, including the attorneys for AmeriPride, Huhtamaki or Cal-Am. This shall not
3 preclude either party from serving discovery related to documents that are otherwise relevant and
4 in the possession of said attorneys

5 IT IS SO ORDERED.

6 Dated: October 5, 2015

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8 MORRISON C. ENGLAND, JR., CHIEF JUDGE
9 UNITED STATES DISTRICT COURT

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